

54747

A. G. Contract No. KR89-2665-TRD
ECS File: JPA-89-127
Project: 17MA208 H2488 01C
Section: I-17 Dunlap Ave TI

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 5 January, 1989,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PHOENIX, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Chapter 2, Section 2 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. State and City desire to construct improvements to the
bridge at Dunlap and I-17 Traffic Interchange for the benefit
of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>14470</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>1-5-98</u>
<u>Jim Shumway</u> Secretary of State
By <u>B. Hermiller</u>

II. SCOPE OF WORK

1. State will:

a. Design traffic signal and overhead sign relocation, and bridge modification for the project, at State expense.

b. Develop and implement traffic control plan for interstate traffic.

c. Participate in the cost of the interchange improvements, in an amount estimated at \$300,000. Reimburse City within 60 days after receipt of invoice. Be responsible for any contractor claims for extra compensation attributable to State.

d. Review City's traffic control plans and structural shop drawings and provide comments as appropriate.

e. Waive requirement of encroachment permit.

f. Upon completion and acceptance, maintain the improvements within the State's access control limits.

2. City will:

a. Design Dunlap Avenue paving and related waterline improvements.

b. Review State plans and provide comments as appropriate.

c. Develop and implement traffic control plan and required signing and striping for Dunlap Avenue, including bridge deck area. Incorporate State's bridge, signing, signal, detour plans and special provisions.

d. Call for bids and award one or more construction contracts. Administer same and make all payments to contractor. Invoice State for State's share of the improvements.

e. Acquire additional right-of-way as required, at City expense.

f. Be responsible for the cost of improvements outside State's access control limits, in an amount estimated at \$650,000. Be responsible for any contractor claims for extra compensation attributable to City.

g. Upon completion of the project, provide to State as-builts for the work in State right of way.

h. Upon completion and acceptance, maintain the improvements outside the State's access control limits.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

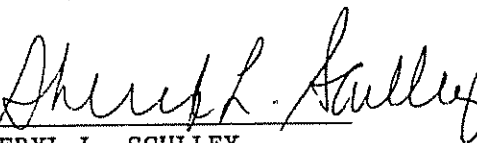

City of Phoenix
Street Transportation Director
125 E. Washington Street
Phoenix, AZ 85004

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

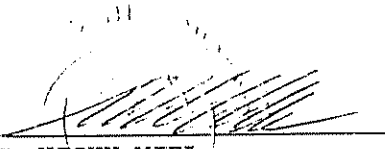
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Marvin A. Andrews,
City Manager

STATE OF ARIZONA
Department of Transportation

By  By 
SHERYL L. SCULLEY ROBERT P. MICKELSON
Deputy City Manager for Deputy State Engineer

Attest: ALEXANDER M. CORDOVA


By 
FOR VICKY MIEL
City Clerk

2411j
27NOV

RESOLUTION :

BE IT RESOLVED on this 16th day of October 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to construct improvements to the I-17 and Dunlap Traffic Interchange.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

INTERGOVERNMENTAL AGREEMENT

DETERMINATION


AGREEMENT NO. _____, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Agreement represented by the City Attorney.

DATED this 18th day of November, 1989.

RODERICK G. MCDUGALL
City Attorney



ACTING City Attorney


2654n/5994e
11/13/89

GREEN — CITY CLERK
 WHITE — CITY ATTORNEY
 BLUE — CITY MANAGER
 PINK — ACCOUNTS NOTIFICATION
 CANARY — DEPARTMENT NOTIFICATION
 BUFF — DEPARTMENT FILE COPY

CITY OF PHOENIX, ARIZONA

REQUEST FOR COUNCIL ACTION

ALL RCAs MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE
 FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P. 1906.

1. To the City Manager:

DATE November 14, 19 89

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION.

MAJOR STREET PROJECT

AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION
DUNLAP AVENUE/INTERSTATE 17 INTERCHANGE IMPROVEMENTS

Council Districts 2,3

Request the City Manager to enter into an agreement with the Arizona Department of Transportation (A.D.O.T.) for joint City-A.D.O.T. funded street improvements to the Dunlap Avenue/I-17 Interchange. A.D.O.T. is to fund the cost of widening the Dunlap bridge over I-17, and reconstruction of the traffic signal and overhead signing system at the Dunlap/I-17 Interchange. The City of Phoenix is to purchase necessary rights-of-way and construct Dunlap Avenue paving on both sides of the bridge over I-17, from 31st Avenue to 26th Avenue.

The A.D.O.T. share of project costs is estimated to be approximately \$300,000, and is budgeted in fiscal year 1989 in A.D.O.T.'s 5-year Transportation Improvement Program. City costs are budgeted in the adopted C.I.P.

Source of funds for City share:

887174-4701	\$525,000
891606-4701	240,000
	<u>\$765,000</u>

2. Bid Bond (Surety) Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3. Bond submitted by low bidder? <input type="checkbox"/> YES <input type="checkbox"/> NO		4. Performance Bond (Surety) Required? <input type="checkbox"/> Yes <input type="checkbox"/> No							
5. SOURCE OF FUNDS:				12. Recommended by:							
<table border="1"> <thead> <tr> <th>INDEX CODE</th> <th>SUBJECT</th> <th>PROJECT</th> </tr> </thead> <tbody> <tr> <td colspan="3">See Above</td> </tr> </tbody> </table>				INDEX CODE	SUBJECT	PROJECT	See Above			Department/Function <u>Street Transportation Dept.</u> Division Head Signature _____ Department Head Signature <u>James H. Matteson, P.E.</u>	
INDEX CODE	SUBJECT	PROJECT									
See Above											
\$ <u>765,000</u> <input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> SUPPLEMENTAL <input type="checkbox"/> CONTINGENCY											
6. Emergency Clause? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		7. Requested by: <u>R.D. Petrillo</u> Phone # <u>26871</u>		13. Approved as to availability of funds: _____							
IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT: <input checked="" type="checkbox"/> CONTINUE ONE WEEK <input type="checkbox"/> ADOPT WITHOUT EMERGENCY CLAUSE		8. WP Document #: _____		14. Approved: _____							
9. Desired Agenda Date: _____		MANAGEMENT & BUDGET DIRECTOR									
10. Formal contract required? <input type="checkbox"/> Yes <input type="checkbox"/> No		11. Requisition #: _____		CITY MANAGER							
Previous contract # _____											
15. Council action taken: <u>APPROVED</u>											
Formal action: RESOLUTION NO. _____ ORDINANCE NO. _____ DATE _____ 19 _____											

CONTRACT NO. 56747A



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR892665 TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of December, 1989.

ROBERT K. CORBIN
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Reynolds", is written over a horizontal line.

Assistant Attorney General
Transportation Division